

N.C.P.I.-Crim. 220.91
FAILING TO RETURN RENTED PROPERTY ON WHICH THERE IS A
PURCHASE OPTION (RENT TO OWN). MISDEMEANOR.
GENERAL CRIMINAL VOLUME
MAY 2003
N.C. Gen. Stat. § 14-168.4

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The defendant has been charged with failing to return rented property on which there is an option to purchase.

For you to find the defendant guilty of this offense, the State must prove four things beyond a reasonable doubt:

First, that the defendant rented property pursuant to a written rental agreement.

Second, that the rental agreement included an option to purchase that property.

Third, that the defendant failed to return that property after the date of termination¹ of the agreement.

And Fourth, that the defendant intended² to defeat the rights of the owner.

If you find from the evidence beyond a reasonable doubt that on or about the alleged date, the defendant, after renting the property pursuant to a written agreement that included an option to purchase, failed to return the property with the intent to defeat the rights of the owner, it would be your duty to return a verdict of guilty. If you do not so find or if you have a reasonable doubt as to one or more of these things, it would be your duty to return a verdict of not guilty.

1. If the agreement is to terminate on the occurrence of a specified event, then the date of termination is the date that event occurs.

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2. N.C. Gen. Stat. § 14-168.4 provides that a rebuttable presumption as to intent to defeat the rights of the owner arises from evidence: (1) that the defendant has disposed of or encumbered the property or delivered the property to a pawnbroker; or (2) that the defendant has refused to deliver the property to the officer charged with the execution of process directed to him for its service; or (3) that the defendant has moved the rented property out of state and has failed to notify the owner of its new location. In a proper case the jury should be told that if one of the above situations exists, they may infer an intent to defeat the rights of the owner, but they are not required to do so.